

Key No.: 164-03300-0967
State ID No.: 79-07-19-451-024.000-026
Last Transfer: 6/24/1930 DR 174 pg 120

Project: Harrison Street
Parcel No.: 02 & 02A
County: Tippecanoe
Owner: The State of Indiana for the use and
benefit of The Trustees of Purdue
University

GRANT OF PERPETUAL EASEMENT FOR ROAD AND DRAINAGE FACILITIES

THE STATE OF INDIANA FOR THE USE AND BENEFIT OF THE TRUSTEES OF PURDUE UNIVERSITY by THE TRUSTEES OF PURDUE UNIVERSITY ("Grantor"), a body corporate created and existing under the laws of the State of Indiana, Hovde Hall, Room 247, 610 Purdue Mall, West Lafayette, IN 47907-2040, in consideration of the mutual covenants set forth and other valuable consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Grantor for itself, its successors and assigns, does hereby give, convey, and grant to CITY OF WEST LAFAYETTE ("Grantee"), 609 West Navajo Street, West Lafayette, IN 47906, and to its successors and assigns, a PERMANENT AND PERPETUAL NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT (the "Easement"), with the right, privilege, and authority in Grantee to install, lay, operate, maintain, inspect, remove, repair, replace, relay and add to, from time to time:

- (a) roadway, including, road, curbs, gutters, sidewalks, and related facilities; and
- (b) storm water drainage utilities, service, and facilities, including one (1) underground storm water drainage main pipeline, manhole, surface outlet, rip-rap, sediment trap, and related facilities and appurtenances thereto, all of which shall be for the sole purpose of storm water management, and all of which shall be underground except only the surface improvements of the type and at the locations more particularly shown on EXHIBIT B;

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(collectively, the "Facilities"), in, under, upon, along and over certain strips of land situated in Wabash Township, Tippecanoe County, Indiana, more particularly described in EXHIBIT A and more particularly shown on EXHIBIT B (the "Easement Area").

Grantor further grants Grantee the right of ingress and egress to and from the Easement Area over the adjoining lands of the Grantor for all purposes necessary and incidental to the exercise by Grantee of the specific activities authorized herein.

Such grants are subject to any and all existing easements, rights-of-way, and other restrictions of record.

The Easement is a NON-EXCLUSIVE easement, and Grantor herein reserves the right to grant similar easements to parties other than Grantee. Grantor may, at any time at its expense, relocate the Easement Area or portions thereof and any Facilities constructed thereon provided Grantee or a contractor approved by Grantee performs the relocation work and that Grantee approves the new location of the Easement Area. Grantee's approval of the contractor and/or new location of the Easement Area shall not be unreasonably withheld.

Grantor hereby covenants that it is the owner in fee simple of the Easement Area, is lawfully seized thereof, and has good right to grant and convey the Easement herein subject to any and all easements, rights-of-way, and other restrictions of record.

Grantor reserves the full use and enjoyment of the Easement Area not inconsistent herewith. Grantor reserves the right to construct streets, sidewalks, parking lots, structures (but, not buildings), and utilities across, over and along the Easement Area. Grantor may not erect or place any buildings across or over the Easement Area. The Grantor may, as a courtesy, advise the Grantee regarding improvements in the Easement Area and when other "uses" in the Easement Area are approved by the Grantor.

Grantee's installation, construction, patrolling, maintenance, repair, revision, supplementation, removal, and/or replacement of the Facilities in the Easement Area (collectively, "Grantee's Work") shall be done as to have a minimal impact on uses of and improvements in the Easement Area and the adjoining lands of Grantor. Except in regard to patrolling which requires no prior notice, Grantee shall notify Grantor in writing at least thirty (30) business days prior to Grantee's Work, as well as exercise of its right of ingress and egress to and from the Easement Area over the adjoining lands of Grantor in connection with Grantee's Work. Grantee will attempt to notify Grantor as soon as possible as to any emergency Grantee's Work. Except for any emergency Grantee's Work, said advance notice shall include engineering plans for Grantee's Work. Grantor reserves the right to review Grantee's plans for Grantee's Work and request any reasonable modification to them that is in accordance to protect the integrity of the Easement Area and the adjoining lands of Grantor, and minimize impact thereon. The timing of Grantee's Work shall be conducted in coordination with Grantor as to avoid interference with Grantor's uses of its property. Provided Grantor or Grantor's contractor does not alter the grade of the land in the Easement Area, Grantee agrees that the Facilities in the Easement Area shall be maintained at the depth provided in the plans and specifications for the original construction and installation of

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University

the Facilities which were approved by Grantor and Grantee as to not interfere with the other uses of the Easement Area as well as the adjoining lands of Grantor.

Grantee agrees that upon the completion of any construction, reconstruction, modification, supplementation, maintenance, operation, and/or removal of the Facilities in the Easement Area, Grantee shall restore the Easement Area and any areas of Grantor's property disturbed by Grantee. Grantee shall grade, seed, and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, any and all then existing improvements, landscaping, driveways, parking lots, sidewalks, drainage tiles, utility lines, and other appurtenances on, under, through, or over the Easement Area and/or the disturbed areas of Grantor's property at no expense to Grantor.

Grantee may not remove or trim any trees, brush, or other landscaping in the Easement Area without the prior written consent of Grantor.

Excepting Grantor's negligence and the negligence of Grantor's employees, contractors, agents and invitees, Grantee shall and will indemnify, defend, and save Grantor harmless from and against any and all damage, injuries, losses, claims, demands or costs resulting from the construction, erection, installation, maintenance, operation, repair, replacement or renewal of the Facilities, over and across the Easement Area by Grantee, its agents, representatives, employees, contractors, or invitees.

Grantor reserves unto itself the ownership of said Easement Area, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantee.

If Grantee no longer uses the Easement Area for twelve (12) consecutive months, this Grant of Easement shall terminate and Grantee will restore the area to a condition similar to when this Grant of Easement was first executed.

In the event either party will be compelled to employ an attorney to enforce the provisions of this Grant of Easement, the parties agree that the non-defaulting party will be entitled to all of his reasonable legal costs and expenses, including reasonable attorney fees, incurred thereby.

This Grant of Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto. Grantee may only assign this Easement with written approval of Grantor.

The undersigned person executing this Grant of Easement on behalf of Grantor represents and certifies that the undersigned is a duly elected officer of Grantor, and has been fully empowered by proper Resolution or the By-Laws of Grantor to execute and deliver this Grant of Easement; that Grantor is a body corporate created and existing under the laws of the State of Indiana; that Grantor has filed all corporate annual reports, to the extent required, with the Secretary of State in the state of Indiana; that Grantor has full corporate capacity to make this Grant of Easement; and that all necessary corporate action for the making of this Grant of Easement has been duly taken.

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IN WITNESS WHEREOF, the above-named Grantor, THE STATE OF INDIANA FOR THE USE AND BENEFIT OF THE TRUSTEES OF PURDUE UNIVERSITY, by THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, has caused this Grant of Easement to be executed by its duly authorized officer this _____ day of _____, 2010.

GRANTOR: THE STATE OF INDIANA FOR THE USE AND BENEFIT OF
THE TRUSTEES OF PURDUE UNIVERSITY
BY: THE TRUSTEES OF PURDUE UNIVERSITY, a body
corporate created and existing under the laws of the State of
Indiana

By: _____
Al V. Diaz
Treasurer

STATE OF INDIANA)
)
COUNTY OF TIPPECANOE) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2010 personally appeared THE STATE OF INDIANA FOR THE USE AND BENEFIT OF THE TRUSTEES OF PURDUE UNIVERSITY BY THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, by Al V. Diaz, its Treasurer, who acknowledged the execution of the foregoing Grant of Easement for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Signature: _____

Printed Name: _____

Notary Public

County of Residence: _____

My Commission Expires: _____

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University

This document was prepared by:

Marianne Mitten Owen, Esq., of the firm of
STUART & BRANIGIN LLP
300 Main Street
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P.O. Box 1010
Lafayette, IN 47902-1010
Telephone: (765) 423-1561
E-Mail: mmo@stuartlaw.com
Attorney No.: 16161-53

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Marianne Mitten Owen).

NOTE: THE FILING OF A SALES DISCLOSURE FORM 46021 (R 8/7/08) IS NOT REQUIRED IN ORDER TO RECORD THIS INSTRUMENT BECAUSE THIS IS A GIFT, CONVEYANCE, GRANT, AND/OR ASSIGNMENT OF AN INTEREST IN REAL PROPERTY FOR NO CONSIDERATION BEYOND NOMINAL CONSIDERATION RECITED IN THIS DOCUMENT.

EXHIBIT A

LEGAL DESCRIPTION
EASEMENT AREA

(See attached.)

EXHIBIT "A"

Project: DEM-0501163
Parcel: 2 Fee
Form: WD-1

Sheet: 1 of 3

A part of the Southwest Quarter and Southeast Quarter of Section 19, Township 23 North, Range 4 West, a part of Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Steely's Addition to West Lafayette the plat of which is recorded in Plat Book 1, Page 18 in the Office of the Recorder of Tippecanoe County, Indiana, a part of Lots 10, 11, 12 and 13 in Silas Steely's Subdivision of Oakwood, the plat of which is recorded in Plat Book 1, Page 12 in the Office of said Recorder, and a part of vacated Florence Street and vacated Marsteller Street, Tippecanoe County, Indiana and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Route Survey Plat marked Exhibit "B", described as follows:

Commencing at the southeast corner of the southwest quarter of said Section, designated as point "20" on said plat; thence North 0 degrees 23 minutes 25 seconds West (basis of bearings) 1,292.95 feet along the east line of said southwest quarter section to the north line of Steely's Addition, designated as point "7200" on said plat and the POINT OF BEGINNING of this description; thence South 87 degrees 45 minutes 34 seconds East 325.58 feet along the north line and the prolonged north line of said Steely's Addition to the northeast corner of said Lot 1; thence South 0 degrees 19 minutes 08 seconds West 25.46 feet along the east line of said Lot 1 to the prolonged north line of said Steely's Subdivision of Oakwood, designated as point "7201" on said plat; thence South 89

EXHIBIT "A"

Project: DEM-0501163
Parcel: 2 Fee
Form: WD-1

Sheet: 2 of 3

degrees 11 minutes 30 seconds East 320.83 feet along said prolonged north line and said north line to the northeast corner of said Lot 10; thence South 0 degrees 31 minutes 39 seconds East 5.00 feet along the east line of said Lot 10; thence North 89 degrees 11 minutes 30 seconds West 240.90 feet to the point designated as "7202" on said plat; thence South 45 degrees 33 minutes 49 seconds West 28.16 feet to the west line of said Lot 13, designated as point "7203" on said plat; thence North 88 degrees 39 minutes 19 seconds West 60.01 feet to the east line of said Lot 1, designated as point "7204" on said plat; thence North 39 degrees 12 minutes 18 seconds West 39.28 feet to the point designated as "7205" on said plat; thence North 88 degrees 59 minutes 42 seconds West 234.87 feet to the west line of said Lot 4, designated as point "7206" on said plat; thence North 88 degrees 45 minutes 07 seconds West 60.01 feet to the east line of said Lot 5, designated as point "7207" on said plat; thence North 88 degrees 02 minutes 45 seconds West 211.94 feet to the point designated as "7208" on said plat; thence South 1 degree 50 minutes 37 seconds West 5.00 feet to the point designated as "7209" on said plat; thence North 89 degrees 37 minutes 20 seconds West 174.04 feet to the west line of the grantor's land; thence North 0 degrees 19 minutes 08 seconds East 71.28 feet along said west line to the north line of the south half of said southwest quarter section; thence South 88 degrees 19 minutes 25 seconds East 126.21 feet along said north line to an eastern line of the grantor's land; thence South 0 degrees 19 minutes 08 seconds West 34.25 feet

EXHIBIT "A"

Project: DEM-0501163
Parcel: 2 Fee
Form: WD-1

Sheet: 3 of 3

along said eastern line to the northwest corner of Lot 8 in said Steely's Addition; thence South 87 degrees 45 minutes 34 seconds East 254.45 feet along the north line of said Addition to the POINT OF BEGINNING, containing 0.202 of an acre from tax parcel number 134-06000-0129, 0.365 of an acre from tax parcel number 134-06001-0018, 0.052 of an acre from tax parcel number 164-03300-0967 and containing a total of 0.619 of an acre, more or less, inclusive of the presently existing right of way which contains 0.280 of an acre, more or less.

This description was prepared for the City of West Lafayette by Butler, Fairman & Seufert, Inc.

Given this 12th day of April, 2010.


James A. Butcher, L.S.

Registered Land Surveyor
State of Indiana, No. 29700005

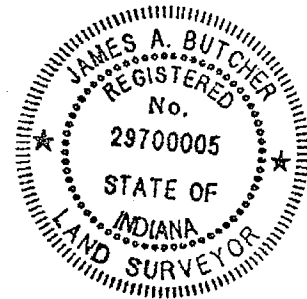


EXHIBIT B

DRAWING SHOWING
EASEMENT AREA

(See attached.)

PARCEL NO. : 2
 PROJECT NO. : DEM-0501163
 ROAD NAME : Perimeter Parkway
 COUNTY : Tippecanoe
 SECTION : 19
 TOWNSHIP : 23 N
 RANGE : 4 W

OWNER : State of Indiana for the Trustees of Purdue University
 INSTRUMENT NO. Deed Book 134, Page 159 DATED 09/24/1909
 INSTRUMENT NO. Deed Book 134, Page 158 DATED 12/28/1910
 INSTRUMENT NO. Deed Book 134, Page 499 DATED 04/11/1911
 INSTRUMENT NO. Deed Book 140, Page 437 DATED 06/05/1913
 INSTRUMENT NO. Deed Book 143, Page 105 DATED 05/28/1915
 INSTRUMENT NO. Deed Book 169, Page 393 DATED 04/12/1928
 INSTRUMENT NO. Deed Book 157, Page 498 DATED 02/06/1923
 INSTRUMENT NO. Deed Book 157, Page 499 DATED 02/06/1923
 INSTRUMENT NO. Deed Book 166, Page 215 DATED 09/24/1926
 INSTRUMENT NO. Deed Book 166, Page 136 DATED 08/30/1926
 INSTRUMENT NO. Deed Book 166, Page 135 DATED 08/30/1926
 INSTRUMENT NO. Deed Book 148, Page 245 DATED 10/11/1917
 INSTRUMENT NO. Deed Book 149, Page 379 DATED 04/15/1919

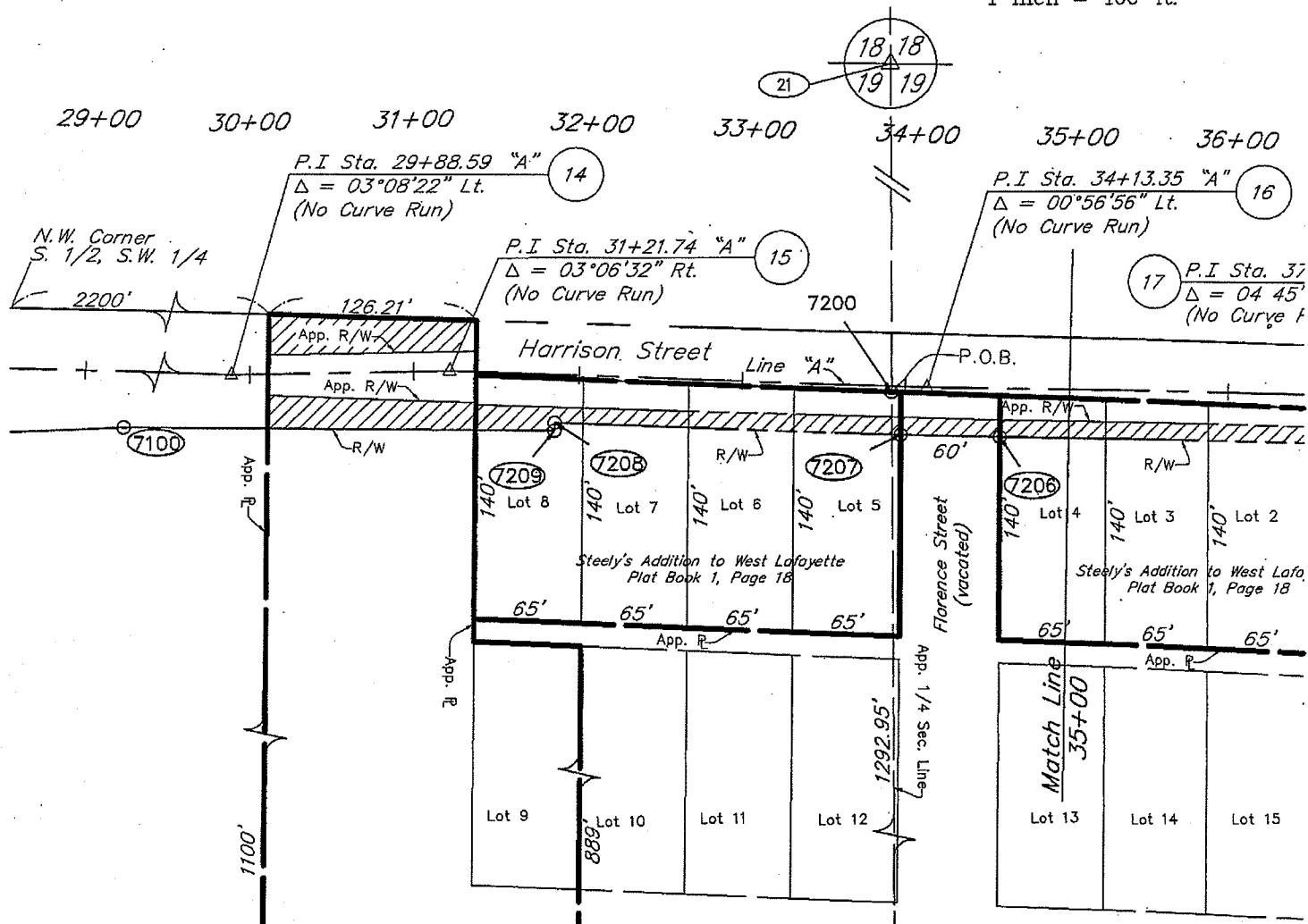
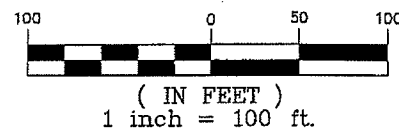
DRAWN BY: JAB
 CHECKED BY: JAB
 SCALE: 1" = 100'
 SHEET 1 OF 3

 HATCHED AREA IS THE APPROXIMATE TAKING

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"

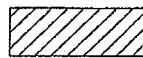
GRAPHIC SCALE



ROUTE SURVEY PLAT

Prepared for - The City of West Lafayette
 by Butler, Fairman and Seufert, Inc. (Job #4478)

PARCEL NO. : 2
 PROJECT NO. : DEM-0501163
 ROAD NAME : Perimeter Parkway
 COUNTY : Tippecanoe
 SECTION : 19
 TOWNSHIP : 23 N
 RANGE : 4 W



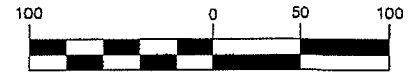
HATCHED AREA IS THE
 APPROXIMATE TAKING

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
 AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

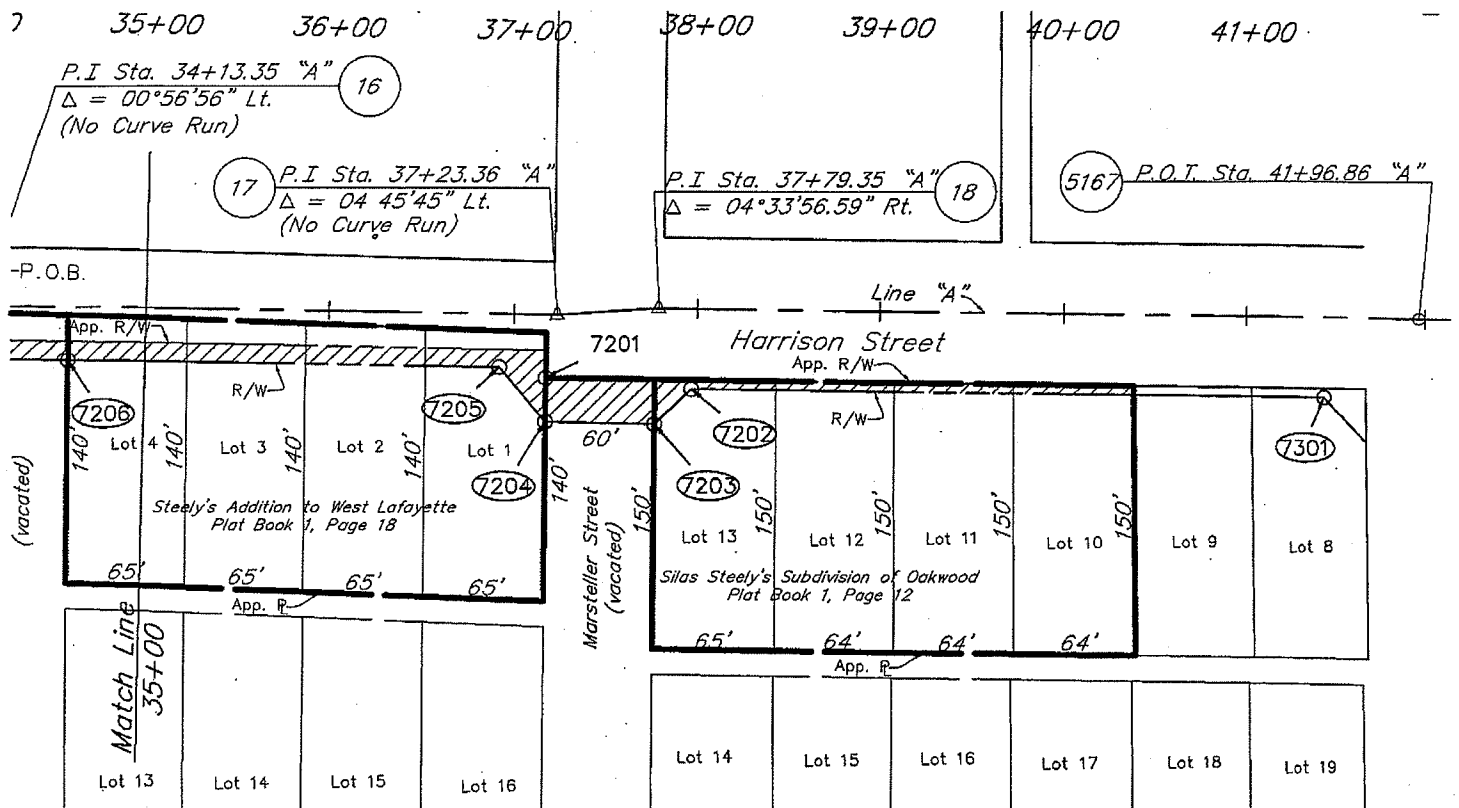
EXHIBIT "B"

DRAWN BY: JAB
 CHECKED BY: JAB
 SCALE: 1" = 100'
 SHEET 2 OF 3

GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.



ROUTE SURVEY PLAT

Prepared for - The City of West Lafayette
 by Butler, Fairman and Seufert, Inc. (Job #4478)

PARCEL NO. : 2
PROJECT NO. : DEM-0501163
ROAD NAME : Perimeter Parkway
COUNTY : Tippecanoe
SECTION : 19
TOWNSHIP : 23 N
RANGE : 4 W

DRAWN BY: JAB
CHECKED BY: JAB
SCALE: 1"= 100'
SHEET 3 OF 3

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"

PARCEL COORDINATE CHART					
POINT	STATION	OFFSET	CL	NORTH	EAST
6541	29+25.00	35.00	Rt. Line "A"	1883846.3309	2999129.5698
7200	33+91.94	3.44	Rt. Line "A"	1883869.1413	2999597.3741
7201	37+17.70	35.56	Rt. Line "A"	1883830.9509	2999922.5683
7202	37+97.80	45.00	Rt. Line "A"	1883824.8221	3000002.5354
7203	37+72.80	64.68	Rt. Line "A"	1883805.1039	2999982.4253
7204	37+17.99	60.00	Rt. Line "A"	1883806.5121	2999922.4323
7205	36+92.63	30.00	Rt. Line "A"	1883836.9524	2999897.6013
7206	34+57.76	30.00	Rt. Line "A"	1883841.0725	2999662.7668
7207	33+98.24	30.00	Rt. Line "A"	1883842.3794	2999602.7732
7208	31+86.30	30.00	Rt. Line "A"	1883849.6064	2999390.9563
7209	31+86.31	35.00	Rt. Line "A"	1883844.6090	2999390.7954
7301	41+45.00	45.00	Rt. Line "A"	1883819.9238	3000349.7081
SEE LOCATION CONTROL ROUTE SURVEY PLAT FOR POINTS: 20, 21, 14, 15, 16, 17, 18 AND 5167					

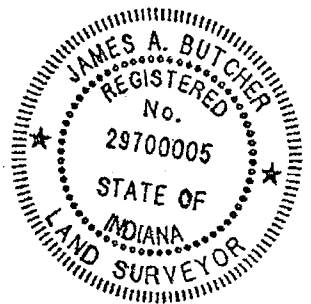
NOTE: STATIONS AND OFFSETS CONTROL OVER BOTH NORTH AND EAST
COORDINATES AND BEARINGS AND DISTANCES.

SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat, together with the Location Control Route Survey Plat recorded as Instrument # 201010000374 in the Office of the Recorder of Tippecanoe County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

ROUTE SURVEY PLAT

Prepared for - The City of West Lafayette
by Butler, Fairman and Seufert, Inc. (Job #4478)



James A. Butcher 4/12/10
James A. Butcher
L.S. 29700005
Date